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10 NEO4J, INC. and NEO4J SWEDEN AB

11 UNITED STATES DISTRICT COURT

12 NORTHERN DISTRICT OF CALIFORNIA

13 NEO4J, INC., a Delaware corporation, and
14 NEO4J SWEDEN AB, a Swedish
corporation,

15 Plaintiffs,

16 v.

17 GRAPH FOUNDATION, INC., an Ohio
corporation, GRAPHGRID, INC., an Ohio
18 corporation, and ATOMRAIN INC., a
Nevada corporation,

19 Defendants.
20

CASE NO. 5:19-cv-06226-EJD

**DECLARATION OF JEFFREY M.
RATINOFF IN SUPPORT OF MOTION TO
STRIKE DEFENDANT GRAPH
FOUNDATION INC.'S ANSWER TO
FIRST AMENDED COMPLAINT**

Date: February 11, 2021
Time: 9:00 a.m.
Dept.: Courtroom 4, 5th Floor
Judge: Hon. Edward J. Davila

JURY TRIAL DEMANDED

1 I, Jeffrey M. Ratinoff, declare as follows:

2 1. I am an attorney at law, duly licensed to practice before all courts of the State of
3 California, and am of counsel with Hopkins & Carley, a Law Corporation, attorney of record for
4 Plaintiff Neo4j, Inc. and Neo4j Sweden AB (collectively “Plaintiffs”) in the above-captioned
5 matter. I make this declaration in support of Plaintiffs’ Motion to Strike Graph Foundation, Inc.’s
6 Answer to the First Amended Complaint concurrently filed herewith.

7 2. The facts stated herein are based on my personal knowledge, except with respect
8 to those matters stated to be on information and belief, and as to those matters, I believe them to
9 be true. If called upon to testify as a witness in this matter, I could and would do so competently.

10 3. Attached hereto as **Exhibit 1** is a true and correct copy of a generic copy of the
11 GNU Affero General Public License (“AGPL”) referenced in Paragraph 5 of Graph Foundation,
12 Inc.’s Answer to the First Amended Complaint. This was also previously referenced by GFI in its
13 Motion to Dismiss and subject to a prior request for judicial notice by GFI. *See* Dkt. No. 75-2 at
14 ¶ 2 and Dkt. No. 75-3, Exh. 1; Dkt. No. 75-1 at 1:23-2:6.

15 4. Attached hereto as **Exhibit 2** is a true and correct copy of the Neo4j Sweden
16 Software License referenced in Paragraph 32 of the First Amended Complaint downloaded from
17 Neo4j Sweden AB’s GitHub repository at
18 <https://github.com/neo4j/neo4j/blob/3.4/enterprise/neo4j-enterprise/LICENSE.txt>. This was also
19 previously referenced by GFI in its Motion to Dismiss and subject to a prior request for judicial
20 notice by GFI. *See* Dkt. No. 75-2 at ¶ 3 and Dkt. No. 75-3, Exh. 2; Dkt. No. 75-1 at 2:7-16.

21 I declare under penalty of perjury under the laws of the United States of America that the
22 foregoing is true and correct and that this declaration was executed on this 7th day of January
23 2021, at San Jose, California.

24
25 By: /s/ Jeffrey M. Ratinoff
26 Jeffrey M. Ratinoff

EXHIBIT 1

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Version 3, 19 November 2007

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Version 3, 19 November 2007

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